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FEDERAL MARITIME COMMISSION

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MAERSK LINE/USL SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No. 011963

Expiration Date: None



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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Maersk Line/USL Space Charter Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize Maersk Line to charter space to USL in the Trade (as hereinafter defined) and to authorize other cooperative activities related thereto.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. A.P. Moller-Maersk A/S trading under the name of Maersk Line  
("Maersk Line")  
50 Esplanaden  
DK-1098 Copenhagen K  
Denmark
2. U.S. Lines Limited ("USL")  
3621 South Harbor Blvd  
Suite 225  
Santa Ana, CA 92704

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports on the Pacific Coast of the United States and ports in the People's Republic of China (including Hong Kong). Space made available under this Agreement may be used to transport cargo which originates in or is destined to locations outside the scope of the Agreement.

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Maersk Line shall charter to USL, and USL shall purchase from Maersk Line, space for the movement of loaded containers in the eastbound portion of the Trade and space for the movement of empty containers in the westbound portion of the Trade on an "as needed, as available" basis on vessels operated by Maersk Line or on which Maersk Line has access to space. Such space shall be made available at such slot charter hire and on such other terms as the Parties shall agree from time to time. There is no minimum amount of space or cargo guaranteed hereunder.

5.2 The Parties are authorized to discuss and agree upon routine operational and administrative matters including, but not limited to, stevedoring and terminal operations; recordkeeping; responsibility for loss, damage or injury; and compliance with customs, safety, security, documentation, and other regulatory requirements.

5.3 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writings and other communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement with the Federal Maritime Commission as well as the authority to delegate same:

- (a) any authorized officer of each of the Parties; and
- (b) legal counsel for each of the Parties.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1 New Parties to this Agreement may be added only upon unanimous consent. The addition of any new Party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

Actions taken pursuant to, or any amendment of, this Agreement shall be by mutual consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended. It shall continue in effect indefinitely thereafter. Either Party may resign from this Agreement by giving not less than thirty (30) days advance written notice to the other Party.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

10.1 The interpretation, construction and enforcement of this Agreement, and all rights and obligations between the Parties under this Agreement, shall be governed by the laws of the New York; provided, however, that nothing herein shall relieve the Parties of obligations to comply with the U.S. Shipping Act of 1984, as

amended.

10.2 Any and all disputes arising out of or in connection with this Agreement which cannot be resolved amicably shall be resolved by arbitration in New York before a single arbitrator agreed upon by the Parties or, failing such agreement, appointed by the President of the Society of Maritime Arbitrators of New York, Inc. ("SMA"). The arbitration shall be conducted in accordance with SMA rules.

ARTICLE 11:        NO SUB-CHARTER OR ASSIGNMENT

USL shall not sub-charter any space made available to it hereunder, or assign any of its rights or obligations hereunder to any third-party, without the prior written consent of Maersk Line.

ARTICLE 12:        NOTICES

Any notice hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by fax confirmed by courier or registered mail, to the addresses shown in Article 3 hereof.

06/23/2006 16:34 FAX 202 463 4812  
06/14/2006 22:05 7147513337

SHER & BLACKWELL  
U.S. LINES

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MAERSK LINE/USL SPACE CHARTER  
AGREEMENT  
FMC Agreement No. 011963

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be  
executed by their duly authorized representatives as of this \_\_\_\_ day of June, 2006.

U.S. Lines Limited

A.P. Moller-Maersk A/S  
trading under the name of  
Maersk Line

By: Edward W. Aldridge  
Name: Edward W. Aldridge  
Title: President & CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A.P. Moller-Maersk A/S  
trading under the name of  
Maersk Line

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MAERSK LINE/USL SPACE CHARTER  
AGREEMENT  
FMC Agreement No. 011963

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be  
executed by their duly authorized representatives as of this \_\_\_\_ day of June, 2006.

U.S. Lines Limited

A.P. Moller-Maersk A/S  
trading under the name of  
Maersk Line

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_

Name: J. H. HALLING

Title: V.P.

A.P. Moller-Maersk A/S  
trading under the name of  
Maersk Line

By:  \_\_\_\_\_

Name: V. LEHD MOLLER

Title: E.V.P.